



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**DEPARTMENT OF PUBLIC WORKS: COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SAN DIMAS AND THE
COUNTY OF LOS ANGELES
FOOTHILL BOULEVARD FROM
WEST CITY LIMIT TO EAST CITY LIMIT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that this project to reconstruct Foothill Boulevard is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chair of your Board to sign the cooperative agreement with the City of San Dimas for the project. The agreement provides for the City of San Dimas to perform the preliminary engineering and administer the construction of the project with the City of San Dimas and the County of Los Angeles to finance their respective jurisdictional shares of the project cost. The total project cost is estimated to be \$2,250,000, with the City of San Dimas' share being \$2,195,000 and the County of Los Angeles' share being \$55,000.
3. Authorize the Director of Public Works or his designee to approve contingencies up to 20 percent of the County of Los Angeles' share or \$11,000, from \$55,000 to \$66,000, to finance their actual share determined by final accounting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the delegation of responsibilities and the cooperative financing to reconstruct Foothill Boulevard from west City limit to east City limit.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). By reconstructing the subject roadway, residents of the City of San Dimas (City), nearby cities, and the unincorporated County areas who travel on Foothill Boulevard will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is currently estimated to be \$2,250,000, with the City's share being \$2,195,000 and the County of Los Angeles' (County) share being \$55,000. Following the opening of construction bids for this project, the County will deposit \$55,000 with the City. The necessary funds required for the County's contribution toward this project are included in the Fiscal Year 2007-08 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City proposes to administer a City-County cooperative project to improve Foothill Boulevard from the west City limit to the east City limit, which is jurisdictionally shared between the County and the City. The attached agreement provides for the City to perform the preliminary engineering and administer the construction of the project within the City and the County to finance their respective jurisdictional share of the project cost. The County's actual payment will be based upon a final accounting after completion of the project.

Section 1710 of the California Streets and Highways Code provides: "A city and a county may agree that the city shall construct, repair and maintain designated county highways or portions thereof within the unincorporated territory of the county, the thereof to be paid by the county to the city." This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

ENVIRONMENTAL DOCUMENTATION

The proposed project to reconstruct Foothill Boulevard is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1(x), Subsections 4, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(c) of the CEQA guidelines because the project consists of minor alterations of existing public facilities (existing traffic signal systems, streets, and roadway facilities) for the purpose of improving public safety.

The City is the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the County Clerk on November 30, 2006.

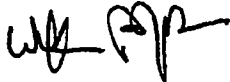
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Foothill Boulevard is on the County Highway Plan and the proposed improvements are needed and of general County interest.

CONCLUSION

Please return one adopted copy of this letter and the copy marked CITY ORIGINAL of the agreement to the Department of Public Works, Programs Development Division. The copy of the agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
SA:sc

Attachment

c: County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF SAN DIMAS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Foothill Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve Foothill Boulevard from the west CITY limit to the east CITY limit (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT (as defined below) for those portions of PROJECT within their JURISDICTION (as defined below); and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) with COUNTY'S share being Fifty Five Thousand and 00/100 Dollars (\$55,000.00) and CITY'S share being Two Million One Hundred Ninety-Five Thousand and 00/100 Dollars (\$2,195,000); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. Before advertising for construction bids, to apply for and obtain from COUNTY Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way, and to construct facilities that are to be maintained by COUNTY.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') commercial general liability and automobile insurance policies.
- f. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities for PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(2) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- b. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by the CITY, sufficient COUNTY funds to finance COUNTY'S share of COST OF PROJECT, currently estimated to

be Fifty Five Thousand and 00/100 Dollars (\$55,000.00). Said demand will consist of a billing invoice prepared by CITY.

- c. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- d. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct those facilities that are to be maintained by COUNTY.
- e. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall include all costs associated with PROJECT, and shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index; and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of the construction contract, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

- d. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incident to any such work or improvement) located within COUNTY'S jurisdiction shall be borne by COUNTY. Such costs constitute COUNTY'S share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incident to any such work or improvement) located within CITY'S jurisdiction, shall be borne by CITY. Such costs constitute CITY'S share of the COST OF PROJECT.
- e. That if COUNTY'S share of COST OF PROJECT, based upon the final accounting, exceeds COUNTY'S payment, COUNTY shall pay to CITY the additional amount upon demand. Said demand will consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY funds are less than said payment, CITY shall refund the difference to COUNTY.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:
- CITY: Mr. Krishna Patel
Director of Public Works
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773-3002
- COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any

work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- i. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- k. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32077 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SAN DIMAS on September 25, 2007, and by the COUNTY OF LOS ANGELES on 2008

COUNTY OF LOS ANGELES

ATTEST:

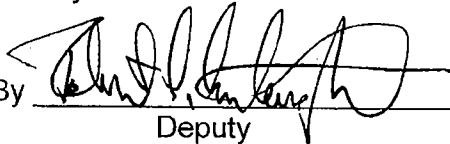
By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles


By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

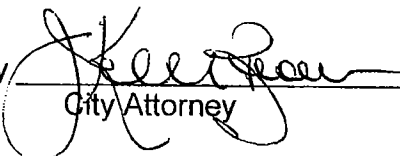
CITY SAN DIMAS

By  _____
Mayor

ATTEST:

By  _____
City Clerk

APPROVED AS TO FORM:

By  _____
City Attorney